

4202

BILL NO. S-78-09-42

SPECIAL ORDINANCE NO. S- 174-78

AN ORDINANCE approving a contract for Sidewalk Improvement Resolution No. 5809-1978, between the City of Fort Wayne, Indiana and Rieth-Riley Construction Company, Inc. for construction of sidewalks.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

SECTION 1. That a certain contract, dated September 11, 1978, between the City of Fort Wayne, Indiana, by and through Its Mayor and the Board of Public Works, and Rieth-Riley Construction Company, Inc., for:

construction of sidewalks in the Hanna-Creighton Impact Area Phase II,

under Board of Public Works Sidewalk Improvement Resolution No. 5809-1978, at a total cost of \$117,876.25, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

John Stuckols
Councilman

APPROVED AS TO FORM
AND LEGALITY.

W.A. Moore
CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____

Hugh ^{Nuckols}, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day

of _____, 19____ at _____ o'clock M., E.S.T.

DATE: 9-26-78

Charles W. Stalarico
CITY CLERK

Read the third time in full and on motion by _____, seconded by Hugh, and duly adopted, placed on its passage.

PASSED (1032) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 10-10-78

Charles W. Stalarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. J-179-78 on the 10th day of October, 1978.
ATTEST: (SEAL)

Charles W. Stalarico
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of October, 1978, at the hour of 11:30 o'clock M., E.S.T.

Charles W. Stalarico
CITY CLERK

Approved and signed by me this 17th day of October, 1978,
at the hour of 3:00 o'clock M., E.S.T.

Ronald E. Thompson
MAYOR

Bill No. S-78-09-42

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Sidewalk Improvement Resolution No. 5809-1978, between the City of Fort Wayne, Indiana and Rieth-Riley Construction Company, Inc. for construction of sidewalks

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Pass.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

John Nuckols
Paul M. Burns
Winfield C. Moses, Jr.
Donald J. Schmidt
James S. Stier

10-10-78 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this

11 day of

September 19, 1978

by and between

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5809-1978: To improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Greene Street (both sides). This will be

known as Hanna Creighton Impact Area Phase II.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXX~~ feet with ~~XXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXX~~
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5809-1978 attached hereto and by reference made a part hereof.

and at the following price per lineal foot

At the following prices:

Sidewalk Removal	Three dollars and thirty cents per square yard	3.30
New 4" Sidewalk	One dollar and sixty cents per square foot	1.60
Curb Removal	One dollar and fifty cents per lineal foot	1.50
New Curb Type III	Seven dollars and no cents per lineal foot	7.00
Curbface Walk (including ramp) (corner wingwalk)	Two dollars and forty-five cents per square foot	2.45
Concrete Removal	Four dollars and no cents per square yard	4.00
9" Concrete Street	Thirty dollars and no cents per square yard	30.00
Residential Driveway 6"	Seventeen dollars and fifty cents per square yard	17.50
Abandon Catch Basin	Three hundred seventy-five dollars and no cents for each	375.00
New Catch Basin Type I (with steel bell)	One thousand dollars and no cents for each	1,000.00
New 2' Curbface Walk	Two dollars and eighty cents per square foot	2.80

Backfill	Fifteen dollars and no cents per ton	15.00
Sod (with 30 day watering)	Three dollars and fifty cents per square yard	3.50
Tree Removal	Four hundred twenty-five dollars and no cents for each	425.00
Risers (steps)	One hundred fifty dollars and no cents for each	150.00
Concrete Removal	Three dollars and fifty cents per square yard	3.50
Standard 4" Walk	One dollar and sixty-five cents per square foot	1.65
Curbface Walk	Two dollars and fifty cents per square foot	2.50
Residential Driveway 6" Depth	Twenty-five dollars and no cents per square yard	25.00
Catch Basin Type I	One thousand dollars and no cents for each	1,000.00
Casting Type C	Three hundred dollars and no cents for each	300.00
Backfill Material	Seventeen dollars and fifty cents per ton	17.50
Sod	Three dollars and fifty cents per square yard	3.50
TOTAL	One hundred seventeen thousand eight hundred seventy-six dollars and twenty-five cents	117,876.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 1st, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5809-1978 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

ATTEST:

Thomas L. Sherwood
Secretary
Ass't.

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Koss J. Cole

ITS: Area Supt.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

✓ Amy J. Hunsaker
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----RIETH-RILEY CONSTRUCTION CO., INC.----- Contractors

as principal, and -----

-----UNITED PACIFIC INSURANCE COMPANY----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED SEVENTEEN
THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-FIVE CENTS-----

-----(\$ 117,876.35)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

did on the -----day of -----

-----, enter into a contract with the City of Fort Wayne to construct a -----

Pavement

on Resolution No. 5809-1978: Streetwork To improve curb, sidewalks, catch basins, and driveways on Weisser Park Avenue from the north curb line of Pontiac Street to the south curb line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and driveways on Smith Street from the north curb line of Pontiac Street to the south curb line of Green Street (both sides). This will be known as

Hanna-Creighton Impact Area Phase II.-----

----- according to certain plans and specifications, and for a period of three years also warranting and guaranteeing the work, material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said -----

RIETH-RILEY CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this -----day of -----

ATTEST:

Thomas P. Shurward
Secretary
Ass't.

RIETH-RILEY CONSTRUCTION CO., INC (SEAL)

BY: Ross J. Cole (SEAL)

ITS: Area Sup't. (SEAL)

Approved this -----day of -----

ATTEST:

Secretary and Clerk

Board of Public Works.

UNITED PACIFIC INSURANCE CO.

By Leonard C. Baumann

Leonard C. Baumann
Attorney-in-fact

LIABILITY BOND

Know All Men by These Presents. That we _____

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

as principal, and _____

-----UNITED PACIFIC INSURANCE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-FIVE CENTS
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$117,876.25)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

ATTEST:

Thomas L. Sherrard
~~Corporate~~ Secretary
Asst.

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Ross J. Cole (SEAL)

ITS: Area Supt. (SEAL)

(SEAL)

Approved this _____ day of _____

ATTEST:

Secretary and Clerk

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

August 9, 1978

UNITED PACIFIC INSURANCE CO.

By Leonard C. Baumann
Leonard C. Baumann
Attorney-in-fact

AMENDED

66-95-8

H.I.
7/19/78

Improvement Resolution
FOR CURB AND SIDEWALK

No. 5809-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve curb, sidewalks, catch basins, and driveways on
Weisser Park Avenue from the north curb line of Pontiac Street to the south curb
line of Creighton Avenue (both sides) and curb, sidewalks, catch basins, and
driveways on Smith Street from the north curb line of Pontiac Street to the south
curb line of Greene Street (both sides). This will be known as Hanna Creighton.
Impact Area Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid by Community
Development and Planning.

Adopted, this

19

day of

July, 1978

ATTEST:

Mrsula Miller

Secretary and Clerk

BOARD OF PUBLIC WORKS:

Henry P. Neiburg
Edwin D. DeMay
May J. Scott

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Section 37A of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which provisions are now in full force and effect, reading as follows:

SECTION 37A - ATTORNEYS-IN-FACT

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day of October, 1971, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

Asst.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 14th day of March 1978.

UNITED PACIFIC INSURANCE COMPANY

STATE OF Pennsylvania
COUNTY OF Philadelphia { ss.



W. F. Brunner
Asst. Vice-President

On this 14th day of March, 1978, personally appeared W. F. Brunner
Asst.

, to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Section 37A, Section 1 and 2 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

April 7, 19 80



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

P. D. Crossetta, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed the seal of said Company this 19 day of March 1978.



S. C. Smith
Assistant Secretary

BOARD OF PUBLIC WORKS

IN RE:

JUL 10 1978

WAGE SCALE

 CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUG. AND SEPT., 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
S	12.60	55¢	1.25			3¢if
S	12.55	80	1.00		3¢	
S	11.14	45	50		1	4if
S	10.57		63		8	2if
S	10.23	60	60		5	2if
S	9.70	75	80		1	
S	12.00	50	38+30		6	
S	10.91	74½	56	88	6	
S	10.20		25	40	4	25¢holidays
S	11.80	90	1.30		2	2if
S-SS US	7.70-8.60	70	50		9	
S-US GS	7.60-8.45	70	50		9	
S-US SS	7.60-8.40	70	50		8	
S	10.60		60		1	2if
S	10.90		68		8	2if
S-SS US	7.90-11.00	40	55		8	
S-SS-US	8.16-10.87	55	65		8	
S-SS-US	8.16-10.87	55	65		5	
S	9.25-10.25	65	50		12	6misc.
S	9.74	60	80			
S	12.10	55	90		7	4if
S	8.75-10.80					
S	10.90		10			
S	11.98	50	60		10	14if
S-SS US	9.18-10.13	26.00 ^{pw}	31.00 ^{pw}			
S-SS-US	8.75-9.35	27.50 ^{pw}	31.00 ^{pw}			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 5 DAY OF July, 1978

Wayne T. Kepke
REPRESENTING GOVERNOR, STATE OF INDIANA.

Henry P. Whiting
REPRESENTING THE AWARDING AGENCY.

Paul M. Rice
REPRESENTING STATE A.F.L. & C.I.C.

TRUCK DRIVERS

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education allow. from Ta.
GTWUP 1	11.45	125.500	10.000	b & c	
GTWUP 2	8.50	25.500	10.000	b & c	
GTWUP 3	8.50	25.500	10.000	b & c	
GTWUP 4	8.60	25.500	10.000	b & c	
GTWUP 5	8.60	25.500	10.000	b & c	
GTWUP 6	8.70	25.500	10.000	b & c	
GTWUP 7	8.70	25.500	10.000	b & c	
GTWUP 8	8.80	25.500	10.000	b & c	
GTWUP 9	8.90	25.500	10.000	b & c	
GTWUP 10	8.90	25.500	10.000	b & c	
GTWUP 11	9.10	25.500	10.000	b & c	

GTWUP 1a Drivers on single axle, lowboy helpers or flagman, drivers on air compressors and welding machines including those pulled by cars, pick-up trucks, tractors, fork-lifts, mixers

GTWUP 2a Drivers on Mixer Trucks 3 yards

GTWUP 3a Mechanic Helpers and Crossers

GTWUP 4a Drivers on Batch Trucks wet or dry 3 batches or under

GTWUP 5a Drivers on Tandem Axle Trucks (including Don-Logs), Drivers on all Distributors Drivers on Mixers Trucks 3 yards, Winch Trucks.

GTWUP 6a Drivers on Single axle, semi-trucks, Drivers on batch trucks wet or dry or over 3 batches, Drivers on pavement breakers

GTWUP 7a Drivers on Tandem-Axle semi-trucks, Drivers on tract-o-trucks, LTL's, Tournapull when pulling other than self-loading equipment up to and including 10 yards, Drivers on mixer trucks 4 yards, Mechanics

GTWUP 8a Drivers on Tri-axle Trucks

GTWUP 9a Drivers on Low-Boy, Drivers on Tandem, Tandem Axle Semi-trucks

GTWUP 10a Drivers on Trac-O-Trucks, Euclids, Tournapulls when pulling other than self-loading equipment 11 yards to end including 16 yards, Drivers on mixer trucks above 4 yards

GTWUP 11a Drivers on Trac-O-Trucks, Euclids, Tournapull when pulling other than self-loading equipment over 16 yards, Helicopter pilot

FOOTNOTES:

- a. per week per employee
- b. 4 weeks' paid vacation after 1 year's service; 2 weeks' paid vacation after 3 years' service; & 3 weeks' paid vacation after 10 years' service.
- c. 7 paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; & Christmas Day

SUPERSededS DECISION

STATE: Indiana

DECISION NUMBER: INT-2035

Superseded Decision No. INT-2035 dated May 13, 1977 in 42 FR 24794
DESCRIPTION OF WORK: Heavy and Highway Construction

CONTINUED: See Below

DATE: Date of Publication

*Statewide, except Lake, LaPorte, Porter, and St. Joseph Counties.

CARPENTERS:

Jasper, Newton, and Starke Counties
Elkhart County
Bertholdsw (Corp Atterbury),
Elkhart, Fountain, Hamilton,
Hancock, Kosciusko, LaPorte, Johnson
(except Elkhart), Marion,
Montgomery, Morgan (except
Washington), Parke (except
portion lying west of a line
south and north running
through Jessup, Rosedale,
Carbondale, and Poland),
Putnam, Vermillion (north
of the south city limits of
Summit Grove), and Warren
Counties

Remainder of State of Indiana
9.00

CHIMNEY MACHINIS:

Adams, Allen, DeKalb, Noble,
Stevens, and Whitley Counties

9.75

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education allow. from Ta.

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education allow. from Ta.

12.03	.50	.57		.05
9.98	.60	.60		.05

PAGE 2

DECISION NO. IN78-2030

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Postons	Vacation	Education and/or App. Tr.
CLARK MARCHES (Cont'd) Linton, Carroll (northeast section of Co., south & west to, but not incl. Flora in the western section, 4 south to, but not incl. Zackfield, 4 west to, but not incl. Yeaman), Cass, Clinton, Franklin, Fulton, Howard, Jasper (ex- cluding northeastern portion of Co., but including Wheat- field), Miami, Montgomery, Newton, Putnam (excluding western 1/3 of Co.), Lawrence, Warren, & White Cos.	\$ 9.25	.60	.75	
Jasper (northeastern portion of Co. west to, but not incl. Wheatfield), Putnam (northern 2/3 of Co.), & Starke Cos.	9.42	.60	.90	.03
Marshall Co.	9.66	.60	.80	.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Vigo, & Wells Cos., Elkhart, Kosciusko, & LaGrange Cos.	9.90	.60		
Marion (northern 1/4 of Co.), Hancock (eastern 1/4 of Co.), Henry, Madison, & Tipton Cos.	10.48		.30	.02
Parke, Fayette, Franklin, Pulaski, Union, & Wayne Cos.	8.23	.40	.35	
Zone, McMillen (southern 1/4 of Co., north to the new Rte. Indiana Hwy 131 incl. Nobles- ville), Hancock (southern 1/4 of Co., west to, but not incl. Wilkinson & east to, but not incl. Ferdinand), Hendricks, Johnson, Marion & Morgan (northern 1/4 of Co.) Cos.	8.30		1.30	
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	9.71	.65	.75	.04
Greene & Sullivan Cos.	10.55	.40	.70	.02

DECISION NO. IN78-2030

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Postons	Vacation	Education and/or App. Tr.
CENTRAL MARCHES (Cont'd) Davidson, Gibson, Knox, Martin & Pike Cos.	\$ 9.35	.70	.80	
Clark, Floyd, & Harrison Cos., Dearborn, Ohio, Ripley, & Switzerland Cos.	9.28	.60	.50	
Jackson, Jefferson, Jennings, Lawrence, Orange, Scott, & Washington Cos.	7.50			
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	9.60			
	10.20	.60	.25	
TRI-COUNTIES:				
Adams, Allen, Blackford, Dubois, Hancock (northeastern 1/4 of Co.), Grant (excluding 1/4 portion), Huntington, LaGrange (western 1/4 of Co.), Noble, Parke, Wabash, Wells, & Whitley Cos.	11.20	.90	1.20	.02
Kosciusko, Marion, Kosciusko, LaGrange (western 1/2 of Co.), Marshall, Pulaski, & Starke Cos.	10.55	.90	1.33	.03
Jasper (northern 1/4 of Co.), & Wayne Cos.	12.12	.80	1.36	.09
Clark, Crawford, Floyd, Harrison Jackson (southern 1/4 of Co.), Jefferson, Jennings (southern 1/4 of Co.), Lawrence (southern 2/3 of Co.), Martin (eastern 1/4 of Co.), Orange, Scott, & Washington Cos.				
Marien Co.	11.00	.90	1.30	.05
Dubois, Gibson, Martin (western 1/4 of Co.), Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Cos.	8.15	.25	.25	

DECISION NO. INT-7030

PAINTERS (Cont'd):

Basic Hourly Rate	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
-	-	-	-	-
Portsmouth, DeSoto (southeastern 2/3 of Co.), Brown, Clinton (eastern 1/3 of Co.), Decatur (western 2/3 of Co.), Delaware (southern 2/3 of Co.), Great (2/3 Partition), Hamilton, Harrison, Hendricks, Henry, Howard, Jackson (northern 2/3 of Co.), Jennings (northern 2/3 of Co.), Johnson, Lawrence (northeastern 1/3 of Co.), Madison, Marion, Morgan, Owen, Putnam (western 2/3 of Co. excluding Greenbrier), Rush, Shelby, & Clinton Cos., Benton, Boone (northwestern 2/3 of Co.), Carroll, Cass, Clinton (western 2/3 of Co.), Franklin, Jasper (southern 2/3 of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Cos., Fayette, Jay, Franklin, Union, & Wayne Cos., Clay, Daviess, Greene, Knox, Lawrence (partially western 1/6 of Co.), Jackson, Putnam (western 2/3 of Co.), Marshall, Greenbrier, & Sullivan, Harrison, & Vigo Cos., Dearborn, Decatur (eastern 2/3 of Co.), Franklin, Chie, Ripley, & Switzerland Cos.,	\$11.15	.90	1.30	.05
PAINTERS:				
Adair, Allen, Decatur, Grant, Huntington, Indiana, Noble, St. Charles, Vandalia, Whitley, & Wells (northern 2/3 of Co., to & incl. Bluffton);	11.48	.90	1.05	.03
Brush; Paperhangers; Rollers; & Tapers	8.60	.42	.45	.10
Sandblasters; Spray	9.60	.42	.45	.10

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PAINTERS (Cont'd)

Basic Hourly Rate	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
Earthquake, Decatur, Jackson & Jennings Cos.:				
Brush; Roller; & Steel	\$ 9.45		.50	
Spray	10.45		.50	
Zenton, Clinton, Fountain, Montgomery, Putnam, Tippecanoe, & Warren Cos.:				
Brush; Roller	10.15			
Structural Steel	10.40			
Sandblasting	11.15			
Spray	13.42			
Blakford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tippecanoe, & Wells (to the south city limits of Bluffton) Cos.:				
Brush	8.55		.50	
Spray	9.30		.50	
Benton, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (north 2/3 of Co.) & Shelby Cos.:				
Brush	9.98	.47	.20	
Spray	10.98	.47	.20	
Brown, Monroe, Morgan (excluding north 2/3 of Co.) & Owen Cos.:				
Brush	8.90			.30
Structural Steel	9.65			.30
Spray	9.90			.30
Carroll, Jasper, Newton, & White Cos.:				
Brush	10.65	.64	.50	
Sandblasting; Signs & Spray	11.40	.64	.50	
Clark, Crawford, Floyd, Harrison, Jefferson, Scott, & Washington Cos.:				
Brush	8.62	.35	.20	
Spray	9.07	.35	.20	

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FATIGUE (Cont'd):	Design Newly Revised	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprent.
Davies, Gibson, & Knox Cos.: Brush up to 30°	59.03	.45			
Brush over 30°	9.83	.45			
Spray up to 30°	10.05	.45			
Spray over 30°	10.35	.45			
Deatman, Hiss, Nixley & Swanson Cos.: Brush: Rollers; wallwashing; Drywall Taping & finish; paperhanging & vinyl; seam- less floors & finishing floors; sanding	9.70				
Sandblasting & Steam clean	10.45				
Spray; Epoxy	10.20				
Tanks, elevators, bridges, steeples over 40 ft.	10.80				
Dubois, Perry, Five-Posey, Spencer, Vanderburgh, & Warwick Cos.: Brush	10.10	.65	.30		
Spray	11.10	.65	.30		
Echart, Kosciulka, Marshall, Pulaski & Starke Cos.: Brush	9.04		.20		515.00/yr
Drywall taping & finish; Paper- hanging; Spray & Vinyl	9.04		.20		15.00/yr
Fayette, Franklin, Henry, Panhandle, Rush, Union, & Wayne Cos.: Brush	8.35				
Sandblasting; Spray	9.35				
Structural Steel; Scaffold					
over 30 ft	8.60				
Lawrence, Martin, & Orange Cos.: Brush & Structural Steel	8.00				
Parks, & Vermillion Cos.: Brush	9.65		.25		
Spray	11.35		.25		
Sullivan & Vigo Cos.: Brush	8.50		.25		
Spray	9.50		.25		

DECISION NO. 1478-2030

P A I N T E R S (Cont'd)	Basic Hourly Rates	Fringe Benefits Payments		
		H & Y	Pensions	Vacation
Sullivan & Vice Cos.: (Cont'd)				
Structural steel up to 30'	\$ 8.75			.25
Structural steel 30' to 100'	9.50			.25
Structural steel over 100'	10.50			.25

POWER EQUIPMENT OPERATORS

2 of 3

Group 1: Air Compressors in Manifold with throttle valve; Asphalt Plant Engineers; Auto Grader or similar type machine; Auto Patrol; Backhoe on Farm-type Tractor, 45 H.P. and over; Ballast Regulator (h. R.); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineers; Bull Dozer; Calico Drilling Machine; Cherry Picker - 13 ton or over; Chip Spreaders; Concrete Mixer 11 cu. ft. or over; Core Drilling Machine; Crane or Derrick with any attachment including clamshell, dragline, shovel, backhoe, etc.; Dredge Engineers; Dredge Operators; Drilling Machine on which the drill is an integral part; Earth Mover - rubber tired (paddle wheel, 619, 631, 707 or similar type); Earth Mover, rubber tired - tandem (50 cents per hour additional for each level); Elevating Grader; Fork Lift (10 ton or over); P.C.C. Formless Pavers; Gravel Processing Plant (portable); Operators of Guard Rail Post Drivers; Highlift Shovel - 1-1/2 cu. yd. or over; Hauler (2 drums and over); Helicopter - Crew; Hydraulic Boom Trucks; Key System (Skidsteer Scoop); Loader - self-propelled (belt-chain, wheel); Locomotive; Crawler; Loading Machine; Paver and Paving Plant (Central Mix type); Material Handler; Pile Driver - Skid or Crawler; Road Paving Machine; Rock Breaking Plant; Rock Crushing Plant (portable); Roller; Asphalt; Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with Tasse blades; Post Hole, Tractor Mounted; Self-propelled Welders; Stump Grinder; Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor (10 cents per hour additional); Tractor - back, Winch or Head; Tractor - front; Tractor Mounted Spreader; Tree Mower; Trench Machine (over 24"); Tug Boat Operators; Well Drilling Machine; Winch Truck with A-Frame Float; Welder

Group 2: Air Compressor with throttle valve or Clever Brooks type construction; Backfiller; Back Hoe on Farm-type Tractor, under 45 H.P.; Bull Dozer; Cherry Picker under 13 ton; Chip Spreader (self-propelled); Concrete Spreader - power driven; End loader under 1-1/2 cu. yd.; Excavating Loader - portable; Finishing Machine and Bull Float; Gunite Machine; Head Grinder; Mechanics; Mesh or Steel Placer; Multiple Tamper Machine (R.R.); P.C.C. Concrete Belt Placer; Full Grader - power control; Refrigerating Machine - freezing operation; Rose Carrier; Sheepfoot Roller (self-propelled); Tamper - Multiple Vibrating - Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Type Float; Welder

POWER EQUIPMENT OPERATORS (Cont'd) 3 of 3

Group 3: Assistant Plant Engineers; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman (on bather); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breaker; Paver, Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Spike Machine (R.R.); Tamper - Multiple Vibrating - Earth and Sub-base material; Throttle Valve; Throttle Valve and Fireman combination on horizontal or upright bather; Tractor with Drill; Tractor - 50 H.P. or over; Well Form System; Welder (Apoce or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oilier; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Chair Cart (self-propelled); Calico Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power driven); Fork Lift - under 10 ton; Farm Grader; Farm Tamper (motor driven); Generators; Grader Helper; Hetherington Driver; Hetherington Helper; Hydra Seeder; Mechanics Helper; Mechanical Heater Operator 1 thru 4 p.s.; Motor Boat; Outboard of Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pull Broom (power type); Seaman Tiller; Straw Sweeper or Brush Mulcher; Stripping Machine, Paint (motor driven); Sub-grader; Tractionite; Tractor (below 50 H.P.); Truck Crane Oilier - Driver; Spreader; Water Pump; Welding Machine - 2 "of 300 amps or over

DECISION NO. JNT8-2010

TRUCK DRIVERS:

Group	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Accr. Tm.
GROUP A	\$8.23	19.50a	22.00a		
GROUP B	8.33	19.50a	21.00a		
GROUP C	8.15	19.50a	21.00a		
GROUP D	8.23	19.50a	21.00a		
GROUP E	8.18	19.50a	21.00a		
GROUP F	8.13	19.50a	21.00a		
GROUP G	8.00	19.50a	21.00a		
GROUP H	8.03	19.50a	21.00a		
GROUP I	7.92	19.50a	21.00a		
GROUP J	7.93	19.50a	21.00a		
GROUP K	7.88	19.50a	21.00a		
GROUP L	7.78	19.50a	21.00a		

CLASSIFICATIONS

GROUP A: Any Wagon over 3 Buckets

GROUP B: Any Wagon to and including 3 Buckets

GROUP C: Tractor-Trailer-Axle or Axles-Tank Mechanics-Heavy Equipment Type Water-Wagon over 5,000 Gallons-Tri-Axle Trucks pulling Tilt-Top Trailers-Lowboy, Tandem-Axle Trailers

GROUP D: Tri-Axle Trailers-Tandem Axle Trucks-Equipment not self loaded or pusher loaded such as Hauling or similar Bumper, Trunk Truck, Solid Bottom Pump and Dry Bottom Pump, Tournastrailers, Tourniseckers, Achey Wagons, or similar equipment not over 12 cu. yds., Tandem Axle Trucks pulling Tilt-Top Trailers-Lowboy, Tandem Axle-Tri-Axle Bumper

GROUP E: Tandem Axle-Tri-Axle Bumper Wagons over 5,000 Gallons & Under

GROUP F: Painted Painters-Fenders-Tandem Trucks over 15 Ton Payload-Single Axle Cabs-Tractor-Trailer Trailers hauling material-Equipment not self loaded or pusher loaded such as Hauling or similar Bumper, Trunk Truck, Solid Bottom Pump and Dry Bottom Pump, Tournastrailers, Tourniseckers, Achey Wagons or similar equipment 12 cubic yds. & under-Mixer Trucks, All Types-Single Axle Trucks pulling Tilt-Top Trailer Lowboys; Single Axle

GROUP G: Tandem Axle-Fuel Trucks-Tandem Axle Water Trucks-Continuous Distributors (one set)

GROUP H: Single Axle-Drop-Legs-Tandem Trucks or Pop-Legs-Minch Trucks or A Frames' used for Transportation-Satch Trucks-Hot or Dry over 3 (342) Batches-Grease and Maintenance Truck Service-Tandem Axle Trucks

GROUP I: Single Axle Fuel Trucks-Single Axle Water Trucks-Continuous Distributors, (two sets)

GROUP J: Single Axle Straight Trucks-Satch Trucks, Hot or Dry 3 (342) Batches or less-Grease & Maintenance Trucks servicing Single Axle Trucks

GROUP K: Helpers, Crossers, Tire Men, Satch board Tenders

GROUP L: Pick-Up Trucks

FOOTNOTES: a=PER WEEK PER EMPLOYEE

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

ZONE 2		ZONE 3		ZONE 4		ZONE 5	
Basic Hourly Rate							
GROUP 1	\$7.80	\$7.60	\$7.60	\$7.50	\$7.50	\$7.50	\$7.50
GROUP 2	7.95	7.75	7.75	7.65	7.65	7.65	7.65
GROUP 3	8.00	7.80	7.80	7.70	7.70	7.70	7.70
GROUP 4	8.10	7.90	7.90	7.80	7.80	7.80	7.80
GROUP 5	8.20	8.00	8.00	7.90	7.90	7.90	7.90
GROUP 6:							
A.	\$8.00	7.80	7.80	7.70	7.70	7.70	7.70
B.	8.15	7.95	7.95	7.85	7.85	7.85	7.85
C.	8.00	8.40	8.40	8.30	8.30	8.30	8.30
D.	8.10	7.90	7.90	7.80	7.80	7.80	7.80

Fringe Benefits Payments

H & W	Pensions	Vacation	Education excess after Appl. 17.
.70	.50		.09

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Stark Counties
(Excluded from this schedule)

ZONE 2: Elkhart & St. Joseph Counties

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Adams, Allen, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Madison, Miami, Montgomery, Noble, Pulaski, Randolph, Rush, St. Joseph, Tipton, Union, Wabash, Wayne, Wells, White, & Whitley Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, Dubois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

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LABORERS

GROUP 1: Chainman; Construction laborer; Continuous steel rod or mat installer; Fence erector; Grade checker; Guard rail erector; Joint man (center, rustic & all other types); Lighting installer (permanent & temporary); Lineman for automatic grade maker or paving machine; Manhole erector; Mortar man; Multi-plate erector; Rip-rap laborer; Incl. all materials; Road marking & delineation laborer; Rodman; Sandblaster man; Setting & placing of all pre-stressed & precast concrete products; Spraying of epoxy, curing compound or like material; Survey crew helpers; Temporary waterline installer; Top laborer; Wire mesh layer

GROUP 2: Air tool, power tool, & power equipment operator; Asphalt late man; Asphalt raker man; Batch truck drivers; Cement handler (bulk or bag cement); Chain saw man; Concrete conveyor assembly man; Concrete pugger; Concrete rubber; Concrete saw operator - non riding type; Core, drill operators; Hand blade operator; Hydro seeder man; Motor driven Georgia buggy operator; Power driven compactor or tamper operator; Power saw operator; Pumper; Assembly man; Sealer applicator for asphalt; Paver; Side rail setter - for sidewalks, side ditches, radii & pavements, etc.; Sign installation, including supporting structures; Spreader box tender; Sirov blower man; Subsurface drain & culvert pipe layer; Transverse & longitudinal hand bull float man

GROUP 3: Horizontal boring & jacking man; Jackman & sheetman; Pipe grade man; Wench & windlass operator

GROUP 4: Conduit installer; Cutting torch burner; Laser beam aligner; Manual operated welders; Sewer pipe layer; Water line installer

GROUP 5: Air track & wagon driller; Concrete finishers; Dynamite & powder man

GROUP 6:
A. Litter man; Concrete man
B. Concrete headman
C. Miner or header man
D. Mucker & Tunnel laborer

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Adams, Allen, Blackford, DeKalb, Huntington, Jay, Steuben, Wells, & Whitley Counties

POWER EQUIPMENT OPERATORS;
TUNNEL AND SEWER CONSTRUCTION

GROUP	Basic Hourly Rate	Fringe Benefits Payments		
		H & W	Pensions	Vacation
GROUP I	\$10.30	.40	.40	.05
GROUP II	9.20	.40	.40	.05
GROUP III	6.80	.40	.40	.05
GROUP IV	8.00	.40	.40	.05

CLASSIFICATIONS

GROUP I

Air compressor (pressurizing shafts, tunnels & divers); Air tuggers; Auto packer; Bulk filler; Backhoe; Boom car; Boring machine; Bull dozer; Caisson drilling machine; Cherry pickers; Compactor (with dozer blade); Concrete mixer (full drum); Concrete plant; Concrete pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual purpose truck (pitman type); Ditching machine (15' and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Generator (power for welders or compressors); Grader; Helicopters; Helicopter winch operator; High lift - front end loader; Hoist; Locomotive and/or dimky engine; Mechanic on job site; Mucking machine; Panel bearer; concrete plant; Pile driver; Push car; Scoop & tractor; Scraper - rubber tired; Spreader - tractor mounted; Straddle carrier - road type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe (1/2 yard and over); Trench box - power driven; Tunnel shield; Welder (crack)

GROUP II

A flame truck; Batcher plant (automatic dry batch); Bending machine - power driven; Bituminous mixer; Bituminous paver; Bituminous plant engine; Boat - lung; Bull float; Compactor or tamper - self-propelled; Concrete mixer (11 cu. ft. or over); Concrete spreader - power driven; Ditching machine (less than 15'); Drilling machine; Finish machine & bull float; Finishing machine; Filter - Pile driving and boffers; Gunite machine; Head greaser; Mechanic in shop; Mesh depressor - mesh placer; M.G.C. concrete belt placer; Molder - asphalt, Stone & sub base; Rotary driller; Sheepfoot roller - self-propelled; Shop auger; Sprayer on base paver - self-propelled; Sub grader; Throttle valve with air compressor or boffler; Tractor with backhoe (under 1/2 yard); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Wall planter; Winch truck

GROUP III

Air compressor (210 cu. ft. & over); Bituminous distributor; Chain carts; Concrete curing machine; Concrete saw; Dope pot - power agitated; Flex plates; Form grader; Hydrohammer; Jacks - hydraulic - power driven; Lift equipment operator 2,3,4, or 5; Paving joint machine; Post hole digger; Roller - earth; Throttle valve; Track jack - power driven; Tractor - farm type; Truck crane

GROUP IV

Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oilier; Power broom; Pump; Welding machine; Helpers

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Barre, Clay, Daviess, Fountain, Greene,
Harrison, Howard, Morgan, Montgomery,
Warren, Owen, Paris, Putnam, Sullivan,
Vermillion, Vigo, & Warren Counties.

POWER EQUIPMENT OPERATORS

Tunnel & Sewer Construction

GROUP I

GROUP II

GROUP III

GROUP IV

	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprent.
	\$10.55	.40	.30		.03
	10.43	.40	.30		.03
	10.23	.40	.30		.03
	8.00	.40	.30		.03

CLASSIFICATIONS

GROUP I Master Mechanics

GROUP II Utility Operator

GROUP III Power Cranes, Draglines, Derricks, Electric Overhead Cranes, Hoists, Gondolas, Mechanisms, Arms and Maitainance of all Equipment, Transfer Magnets, Park lifts, Tournadomes, Mixer over 100 Capacity, Tunnelling, Two Drum Mixers, Two Gage Hointas, Cableways, Power Machines, Motor Patrol, Iron Tractors, Box or Muck Truck, Truck Crane, Tournajill, Tractor operating Scraper, Ballerines, Push Tractor, Finishing Machines on Asphalt, Large Rollers & Rollers on Asphalt, Gravel, Sand and Gravel Surface, Road Surfers or similar Machines, Gravel Processing Machines, Asphalt Plant Engineers or Pav Mill, Two Air Compressors, Motorized Locomotives, Farm Tractor with Half Yard bucket and/or Pack Hoe Attachment, Farm Tractor with over 100 H.P. Locomotives, Equipment Control Unit (Job Control Unit) or similar type Machine, Groomer type, Cherry Picker, Standard or Heavy Locomotives, Tractional, Back Loaders, Soil Cabinet Machines, Pick Filler, Elevating Machines, Power Blower, Asphalt Plant Engineers, Well Drilling Machines, Dust Haulers, Pipe Cleaning Machines, Pipe Welding Machines, Pipe Bending Machine, Asphalt Paver, Paving Machine, Tractor Without Wings, End Equipment Cleaners, Barley Green Loaders, Front End Loader, Well Fluid System Hydraul Ax, Recco Concrete Saw, Marine Scraper, Brush Mulcher, Gravel Surfer, Mud Planer, Tree Mover, Helicopter Drv (3), Pile Driver Bull or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine Pressing Operator, Chain Cart - Self Propelled, Pipe Welder, Gravel Stone Sizer, Concrete Mixers with Skip, all one Drum Mixers with Skip, Farm Bridge Engineers, Bridge Operator, Rock Spreader, Truck or Gond Wagon, Power Crane, Engine or Rock Crusher Plant, Boiler Operators, Concrete Plant Engineers, Loaders, Hydraul Cranes, Caissons, Shaft or any similar type Drilling Machine, Concrete Curb Machine - Self Propelled, Vibrach or Hydraulic Bore Druck

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POWER EQUIPMENT OPERATORS

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GROUP IV Mixers 100 capacity or less, French Machines cutting 20" and under, Farm Tractor with less than half yard bucket and other Attachments except, Back Hoe, Truck Crane Oiler, Power Shredder, Ball Plant, Farm Crider, Farm Irihing Machine, Pavement Breaker, Rock Crushers, One Drum Machines, One Air Compressor, Concrete Pump, Granite Machines, Air Hoppers, Truck Crane Drivers, House Elevators when used for hoisting Material, Two to Four Generators or Welding Machines, Mechanized Heaters irrespective of Water Power when used for temporary heat, Small Rollers on Earth, Engine Tractors, Flawson, Wagon Trill, Tractor with 100 H.P. or less, Two to Four Generators or Radiators, Waterworks on Plant Pots, Vibrators on Asphalt Plant, Disclosed or Radiated, Waterworks, Power Locom, Foot Hole Diggers, Self-propelled Concrete Cast, Stripping Machine (Motor Driven), Farm Campers, Gravel Ciller, Bulk Cement Plant Equipment, Grader, Trash Jack, Mud Jack, Operator to do Winter Repair Work in Shop between November 1st and March 1st, Concrete Buggies motor driven, Clerks, Barrel Type Mixer, One Welding Machine or One Water Pump, Air Valves or Steam Valves from Plant, Concrete Mixers without Skip, Curving Machine, Compactor & Blakctop Curb Machine, Deck Hand.

Cranes with booms from 140 ft. to 190 ft. including job receive additional \$4.75 per hour

Cranes with boom over 190 ft. including job receive additional \$1.25 per hour.

Jasper, Newton, Pulaski, & Starkes
Counties

POWER EQUIPMENT OPERATORS

TUNNEL & SEWER CONSTRUCTION

Basic Hourly Rate	Fringe Benefits Payment			
	H&V	Perquisites	Retention	Ass. Th.
Class I	\$ 10.30	.65	.85	.05
Class II	9.00	.65	.85	.05
Class III	8.25	.65	.85	.05
Class IV	7.25	.65	.85	.05

Class I: Mechanics; asphalt plants; autograde; batch plants; bituminous (renoures tvo engineers); boiler & throttle valves; calson rings; central redmix plant; combination backhoe; front end loader with backhoe bucket of 1 cu. yds. & over; combination tugger hoist & air compressor; compression and throttle; concrete breaker (truck mounted); concrete conveyor; concrete paver over 775 cu. ft.; concrete paver 775 cu. ft. and under; concrete mixer; cranes; elevators; tower derricks; job derricks; traveling; forklifts; type forklifts - 10 cu. yds. & over; hoists; one, two, and three drum; hoists; two tugger on floor; hydraulic truck truck; locomotive; all purpose drivers and 4x4 stiff pit machines; pre-stress machines; pump cretes and other type; rock drill (self-propelled); rock drill (truck mounted); taffing pavers; scallie luggies; tractor with boom & side boom; trenching and trench trucks

Class II: Asphalt spreader;洛夫特 bulldozers; combination backhoe; front end loader with backhoe bucket, less than 1 cu. yds.; engineer acting as contractor in charge of crew; hoist; elevating; grader; engineer; paving machine; highlift shovels or front end loaders; hoists; automatic; conveyor; drilling; hoists; hoists all elevators; hoists; tugger single drum; motor grader; fast hole diggers; rollers; all; scoop - tractor drawn; stone crusher; hauler; wheel trucks

Class III: Concrete mixer (1 bag & over); conveyor; portable steam generators; tractors; farm & similar type; air compressor small 150 & under (1 to 5 not to exceed a total of 300 ft.); air compressor - large over 150 combination - small equipment operators; forklift trucks; generators; pump (1 to 3 not to exceed a total of 300 ft.); pumps; wall pointz; welding machines (2 through 5); winders & electric drill winches

Class IV: Wasters, mechanical (1 to 5); offlers & switchmen

Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne, & White Counties

POWER EQUIPMENT OPERATORS;
TUNNEL AND SEWER CONSTRUCTION

Basic Hourly Rate	Fringe Benefits Payment			
	H&V	Perquisites	Retention	Ass. Th.
GROUP I	\$10.95	.55	.55	.05
GROUP II	10.00	.55	.55	.05
GROUP III	8.60	.55	.55	.05
GROUP IV	7.70	.55	.55	.05

CLASSIFICATIONS

GROUP I

Air compressor (pressurizing shafts, tunnels & divers); Air tugger; Auto patrol; Back fillers; Boom cat; Boring machine; Bull dozer; Calson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer (dual drum); Concrete plant; Concrete pump; Crane with all attachments; Crane - electric overhead; Derricks; Dual purpose truck (pitman type); Ditching machine (13' and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Generator (power for welders or compressors); Gravel; Helicopter; Helicopter winch operators; High lift - front end loader; Hoist; Locomotive and/or dinky engine; Mechanic on job site; Hauling machine; Panel beard concrete plant; Pile drivers; Push cat; Scoop & tractor; Scraper - rubber tired; Spreaders - tractor mounted; Straddle carrier - ross type; Sub base finish machine (C.H.I. or similar); Tower crane; Tractor with backhoe (1/2 yard and over); Trench box - power driven; Tunnel shield; Welder (crane)

GROUP II

A line truck; Catcher plant (automatic dry batch); Hending machine - Power driven; Bituminous mixer; Bituminous pavers; Bituminous plant engineer; Blower; Bulk float; Computer no tamper - self-propelled; Concrete mixer (1 cu. ft. or over); Concrete spreader - power driven; Ditching machine (less than 10'); Drilling machine; Finish machine; and bull float; Flaming machine; Flitman - idle driving and boilers; Gunite machine; Head gravers; Hetchants; Hoh depressor - mesh placer; P.C.C. concrete belt plater; Roller - asphalt, stone & sub base; Rotary drill; Sheepfoot roller - self-propelled; Spreader or bare paver-self-propelled; Sub grader; Throttle valve with air; Compactor or boiler; Tractor with backhoe (under 1/2 yard); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Well pointing truck

GROUP III

Air compressor (210 cu. ft. & over); Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot - power agitated; Flex plates; Farm grader; Hydromixer; Jacks - hydraulic - power driven; Miner equipment operator 2,3,4, or 5; Paving joint machine; Post hole digger; Roller - earthy; Throttle valve; Track jack - power driven; Tractor - farm type; Truck crane driver

GROUP IV

Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oilier; Power broom; Pump; Welding machine; Walkers

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Elkhart, Fulton, Kosciusko, LaGrange,
Marshall, & Noble Counties

POWER EQUIPMENT OPERATORS

Tunnel & Sewer Construction

Group	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education Allow. App. To
GROUP I	10.32	.65	.40	.05	
GROUP II	9.16	.65	.40	.05	
GROUP III	8.38	.65	.40	.05	
GROUP IV	7.70	.65	.40	.05	

CLASSIFICATIONS

GROUP I: All power cranes; Truck cranes; Locomotive cranes; LeTourneau Tousmopolis; Shovels; Draglines; Derricks; Pile drivers; Highlifts; Tractors w/ side booms or "A" frames; Forklifts 10' 6" in height or over; Motor patrols; Combination backhoes & loaders; Mechanics; Conveyor systems; Hoist (3 drum) & over

GROUP II: All bulldozers; Scoops; Push carts; Concrete mixers of more than 31 cu. ft. capacity; Locomotives; Rollers; Stone crushers; Fork lifts under 10' 6"; Air compressors - 600 cu. ft. & over; Combination of gasoline or Diesel driven welding machine & compressor; Engineers operating throttle valve with boiler and compressor for piledriving; Concrete pumps; Trench machines excluding ditch witches; Cableways; Hoist (2 drum)

GROUP III: Truck winches w/A frame & power winches; Tractors-farm type; Drills & conveyors; Small rubber tire and loaders 3 cu. yd. & under; Bobcat

GROUP IV: Gin poles; Ganger derricks & similar hoists; Firemen; Oilers; One crna hoist; Single drum copper hoist; Automatic hoist; Elevators; Compressor over 210 cu. ft. & under 600 cu. ft.; Wall points

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Statewide, except Crawford, Dubois, Fountain, Gibson, Miami (Peru & Crissman AFB), Perry, Pike, Posey, Spencer, Vanderburgh, Vermillion, Warren, Clinton (Frankfort), & Warrick Counties

LINE CONSTRUCTION

EXCLUSIVE OF CALUMET AREA

Linemen; Technicians
Equipment Operators 1
Equipment Operators 2
Equipment Operators 3
Equipment Operators 4
Powerman and Equipment Mechanic
Senior Groundman Truck Driver w/ winch
Groundman Truck Driver with winch
Groundman Truck Driver w/o winch
Senior Groundman after 5 years
Senior Groundman after 12 months
Groundman 0-12 months

Basic Hourly Rate	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education Allow. App. To
\$20.67	.45	31		\$.51
7.87	.45	31		\$.51
9.56	.45	31		\$.51
9.56	.45	31		\$.51
10.07	.45	31		\$.51
7.69	.45	31		\$.51
6.57	.45	31		\$.51
6.31	.45	31		\$.51
5.53	.45	31		\$.51
6.36	.45	31		\$.51
6.13	.45	31		\$.51
5.15	.45	31		\$.51

CALUMET AREA

Linemen; Technicians
Equipment Operators 1
Equipment Operators 2
Equipment Operators 3
Equipment Operators 4
Powerman and Equipment Mechanic
Senior Groundman Truck Driver w/ winch
Groundman Truck Driver with winch
Groundman Truck Driver w/o winch
Senior Groundman after 5 years
Senior Groundman after 12 months
Groundman 0-12 months

Basic Hourly Rate	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education Allow. App. To
10.38	.45	31		\$.51
7.54	.45	31		\$.51
5.53	.45	31		\$.51
5.62	.45	31		\$.51
10.39	.45	31		\$.51
7.42	.45	31		\$.51
6.61	.45	31		\$.51
6.39	.45	31		\$.51
5.01	.45	31		\$.51
6.43	.45	31		\$.51
6.25	.45	31		\$.51
5.29	.45	31		\$.51

LINE CONSTRUCTION

Clinton (Frankfort only) & Miami (Peru & Crissman AFB)
LINEMAN; Heavy equipment operators "A" frame
CABLE SPLICERS
HEAVY EQUIPMENT OPERATORS "B"
POWERMAN; Equipment mechanic
SENIOR GROUNDMAN - truck driver w/ winch
SENIOR GROUNDMAN - truck driver with winch
SENIOR GROUNDMAN AFTER 5 YEARS
SENIOR GROUNDMAN AFTER 12 MONTHS
GROUNDMAN - truck driver without winch
GROUNDMAN 0 to 12 MONTHS

Basic Hourly Rate	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education Allow. App. To
\$ 10.73	.45	31		5 of 12
11.65	.45	31		5 of 12
8.63	.45	31		5 of 12
8.44	.45	31		5 of 12
7.07	.45	31		5 of 12
6.76	.45	31		5 of 12
6.74	.45	31*		5 of 12
6.54	.45	31		5 of 12
6.05	.45	31		5 of 12
5.60	.45	31		5 of 12

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LINE CONSTRUCTION

Crawford, Dubois, Gibson, Perry,
Pike, Posey, Spencer,
Vanderburgh, & Warrick Counties

LINEMEN: Line truck operators;
Pole diggers; Steel handling
cable splicer
LUMINUM
TRUCK DRIVER

Fountain, Vermillion, & Warren
Counties

LUMINUM: Groundman equipment
operator
CATERPILLAR TRUCK DRIVER W/WINCH
CATERPILLAR TRUCK DRIVER WO/WINCH
GROUNDMAN

Date Hourly Rates	Fringe Benefits Payments			
	H & W	Pension	Vacation	Education and/or Appr. Tr.
\$11.65	.40	3%		
10.29	.40	3%		
10.60	.40	3%		

SUPERSEDAS DECISION

STATE: Indiana

DECISION NUMBER: IN78-2012

Supersedes Decision No. IN77-2082, dated May 13, 1977 in 42 FR 26523
DESCRIPTION OF WORK: Building Construction (Does not include single family homes
and garden type apartments up to and including 4 stories); Heavy and
Highway Construction

Date Hourly Rates	Fringe Benefits Payments			
	H & W	Pension	Vacation	Education and/or Appr. Tr.
\$12.11	.81	.72		.12
12.13	.83	.73		.03
12.55	.80	1.00		
ASBESTOS WORKERS:				
Lake, LaPorte, Porter, & St. Joseph Counties				
Bricklayers; Marble setters & Stone Masons	11.05	.75	.55	.05
Tile setters	11.75	.75	.55	.02
ST. JOSEPH COUNTY:				
Bricklayers; Stone Masons Marble setters; Terrazzo work- ers; Tile setters	10.76	1.00	.65	.06
9.10	1.00	.65	a	.01
CARPENTERS:				
Lake, LaPorte, & Porter Counties				
Carpenters	12.01	.50	.57	.05
Hillwrights	12.10	.50	.57	.05
St. Joseph County:				
Building Construction: Carpenters; Hillwrights; File drivenmen; Soft floor layers; Marble; Highway Construction; Carpenters	10.75	.55	.65	.03
9.98	.60	.60		.05
CONCRETE MUSCERS:				
Building Construction: Lake County (Hammond Area)	11.42	.90	.60	.03
LaPorte County; Porter County (Eastern 1/2 of Co.)	10.95	.90	1.00	.06
Heavy and Highway Construction: St. Joseph County	9.66	.60	.63	.04

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4202

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - SDWK. IMPROV. RESOL. NO. 5809-78 - HANNA -
CREIGHTON, PH. II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK IMPROVEMENT RESOLUTION NO. 5809-78, HANNA-CREIGHTON

IMPACT AREA PHASE II - \$117,876.25, RIETH-RILEY CONSTRUCTION COMPANY, INC., CONTRACTOR.

(CONTRACT ATTACHED)

PIROR APPROVAL ACQUIRED AUGUST 8, 1978

EFFECT OF PASSAGE CONSTRUCTION OF SIDEWALK FOR ABOVE PROJECT

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION OF SIDEWALK AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$117,876.25 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE _____

EP

Public Works